

Yolo County
OFFICE OF
EDUCATION

April 17, 2020

Bruce Colby CBO or Designee
Davis Joint Unified School District
526 B St Davis CA 95616

RE: Amendment to Memorandum of Understanding to enable Davis JUSD to support educational stability, access, support, and academic achievement of children and youth who are homeless (Dated through June 15, 2020), By and Between the Yolo County Office of Education (YCOE) and the Davis Joint Unified School District (Davis JUSD)

Dear Mr. Colby or Designee:

This letter will serve to amend the subject Memorandum of Understanding to the date of October 15, 2020. Unless specified below, all conditions of the original Memorandum of Understanding remain in effect. Changes are shown in the strikethrough and italics below

Term:

This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for a period **through June 15, 2020**
October 15, 2020.

Both parties confirm their acceptance of this Amendment by execution as indicated below.

Sincerely,

YOLO COUNTY OFFICE OF EDUCATION:

Davis JUSD

Mariah Ernst-Collins, Program Manager

Date: 4-17-20

Crissy Huey
Crissy Huey, Associate Superintendent

Associate Superintendent or
Designee

Date: 4/17/20

Date: _____



MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between the Yolo County Office of Education (YCOE) and **Davis Joint Unified School District (DJUSD)**.

PURPOSE: The purpose of this M.O.U. is to enable **DJUSD** to support educational stability, access, support, and academic achievement of children and youth who are homeless.

AUTHORITY: This M.O.U. is entered into by and between the parties in exercise of the authority set forth in **Education for Homeless Children and Youth Program Title VII-B of the McKinney-Vento Homeless Assistance Act, as amended by the Every Student Succeeds Act.**

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue through June 30, 2020.

PAYMENT: YCOE will serve as the fiscal agent with the reimbursable amount to DJUSD not to exceed \$4000.00. DJUSD will invoice YCOE monthly for services and supports identified in "Scope of Services". It is the expectation that DJUSD will fully expend the full \$4000.00 and no monies will remain encumbered after June 15, 2020. DJUSD agrees to submit all invoices to YCOE for payment by June 15, 2020.

SCOPE OF SERVICES:

- A. The YCOE shall serve as the fiscal agent and monitor compliance for approved EHCY activities, services, and support to homeless children, youth, and families. Monies will be provided to DJUSD through the YCOE Education for Homeless Children and Youth Grant.
- B. The DJUSD shall use provided monies to support the educational stability, access, support, and academic achievement of homeless children, youth, and families in DJUSD. Monies can/will be used for the following: professional development and training, emergency supplies and materials, emergency transportation, tutoring, before and after-school care, outreach, and identification.

INSURANCE:

During the term of this M.O.U., YCOE shall provide to **DJUSD**, and **DJUSD** shall provide to YCOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. YCOE shall also provide **DJUSD** and **DJUSD** shall also provide YCOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by YCOE OR **DJUSD** shall be excess and noncontributory." Any and all insurance coverage may be provided by a Joint Powers Authority or other Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, YCOE shall assume the defense and hold harmless **DJUSD** and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of YCOE, its officers, agents or employees.
- B. Insofar as permitted by law, **DJUSD** shall assume the defense and hold harmless YCOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of **DJUSD**, its officers, agents or employees.
- C. It is the intent of the YCOE and **DJUSD** that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. YCOE and **DJUSD** agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. YCOE and **DJUSD** further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NOTICES:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To YCOE: Yolo County Office of Education
1280 Santa Anita Court, Suite 100
Woodland, CA 95776-6127

To DJUSD Davis Joint Unified School District
526 B St
Davis CA 95616

INTEGRATION:

This M.O.U. represents the entire and integrate agreement between YCOE and DJUSD and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of YCOE and DJUSD.


REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, YCOE and DJUSD have executed this M.O.U. as of the date first above written.

YOLO COUNTY OFFICE OF EDUCATION

Davis Joint Unified School District


(Manager Signature) 2-20-20


(Signature)

Mariah Ernst-Collins,
Print Name and Title here Program Specialist
Date: 2-20-20

Bruce Colby, CBO
Printed Name and Title
Date: 2/24/20


Signature

Crissy Huey, Associate Superintendent

Date: 2/19/20